

CLEANTELLIGENT "CASH FOR REFERRALS" PROGRAM AGREEMENT

ACCEPT THIS AGREEMENT:

THIS IS A LEGALLY BINDING AGREEMENT AND CONTRACT - PLEASE READ IT CAREFULLY AND THOROUGHLY BEFORE AGREEING T IT. YOU AGREE TO THIS AGREEMENT BY SELECTING "Yes, I agree to the CleanTelligent "Cash for Referrals" Program Agreement" BELOW, TYPING YOUR INITIALS IN THE DESIGNATED SPACE, AND THEN CLICKING ON THE "SUBMIT" BUTTON BELOW. YOU ARE AGREEING TO IT PERSONALLY AND AS A REPRESENTATIVE OF YOUR COMPANY/EMPLOYER AND THEREFORE THIS AGREEMENT IS BINDING UPON YOU AND YOUR EMPLOYER OR YOU AND THE COMPANY YOU REPRESENT OR ARE ACTING IN BEHALF OF.

DECLINE THIS AGREEMENT:

IF YOU, AND YOUR EMPLOYER OR COMPANY YOU REPRESENT, DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AS LISTED BELOW OR AS ALTERED, MODIFIED, AMENDED OR CHANGED FROM TIME TO TIME BY CLEANBRAIN, DECLINE WHERE INSTRUCTED OR, AFTER THAT, CONTACT CLEANBRAIN AT DECLINE@CLEANBRAIN.COM. IF YOU DECLINE, YOU WILL NOT BE ABLE TO RECEIVE ANY BENEFITS OF ANY REFERRALS SENT TO US FROM THE DATE OF YOU DECLINING AND THEREAFTER.

If you have any questions regarding this Agreement, please contact CleanBrain Software, Inc. by sending an email to legal@cleanbrain.com or calling 1-877-272-4648.

AGREEMENT:

This CleanTelligent "Cash For Referrals" Program Agreement (hereinafter "Agreement") is made and entered into between you, and your employer or the company you represent or are acting in behalf of (you hereby acknowledge and agree that you have authorization to enter into agreements for such employer or company), on the one hand (hereinafter "you" or "your"), and CleanBrain Software, Inc., a Utah Corporation, located at 460 N. University Ave., Suite #203, Provo, Utah 84601 on the other hand (hereinafter "CleanBrain"). Both parties agree to the following:

CleanBrain promotes and markets a certain computer software program in solely object code form that is useful in the cleaning industry and other fields which is sometimes referred to by CleanBrain as "CleanTelligent" (hereinafter "CleanTelligent Software").

Promotion. Subject to your performance of your obligations under this Agreement, CleanBrain grants to you a limited, non-transferable, non-assignable license during the term of this Agreement giving you a nonexclusive right to promote and market the CleanTelligent Software to others within the United States that are currently not under a license agreement with CleanBrain, in a form determined by CleanBrain, for the right to use the CleanTelligent Software (such license agreement is hereinafter referred to as "License Agreement(s)") (those that have entered into a License Agreement with CleanBrain are hereinafter sometimes referred to as "Client(s)") (those "others within the United States ..." are hereinafter sometimes referred to as "Other Companies"), all at your sole expense, subject to the provisions of this Agreement. Nothing contained in this Agreement transfers to you any license or rights in the CleanTelligent Software. The above license (in its entirety) shall expire at the termination of this Agreement. You acknowledge that you may compete against others who

have the same license to promote and market the CleanTelligent Software. All materials used by you in connection with, or to promote or market, the CleanTelligent Software, shall comply with CleanBrain's standards as provided by CleanBrain from time to time, and must be approved by CleanBrain prior to use. All statements made by you shall be accurate and must be in compliance with CleanBrain's standards as provided by CleanBrain from time to time. You agree, represent and warrant that under no circumstances may you reverse-compile, reverse-assemble, reverse-engineer, or otherwise attempt to copy, duplicate, write or rewrite in any manner that which is similar or related to, or that performs functions similar or related to, the CleanTelligent Software. CleanBrain retains all rights not licensed to you by the license described above.

Referring Other Companies. Once you find an Other Company that has confirmed that they are willing to watch/listen to a demonstration of the CleanTelligent Software by CleanBrain (hereinafter "Qualified Lead(s)"), refer them to CleanBrain by filling out and submitting the referral form located on the www.CleanTelligent.com website or other medium or form approved by CleanBrain (hereinafter "Refer", "Referring", or "Referred"). CleanBrain, in the exercise of CleanBrain's sole discretion, may then continue to promote and market the CleanTelligent Software to that Qualified Lead until it becomes a new Client.

Only CleanBrain Can Sign Agreements and Collect Fees. You agree to not sign License Agreements in behalf of CleanBrain or otherwise with Other Companies or Clients. You agree to not accept, receive, endorse, cash, or deposit any fees paid by Other Companies or Clients to CleanBrain relating to their use of the CleanTelligent Software or their License Agreement (hereinafter "Fees"). CleanBrain shall be the only party to determine Fees charged to and paid by Clients.

Compensation. CleanBrain shall pay to you, or, to the person/company that registered you to participate in the program of referring people to CleanBrain, sometimes referred to by CleanBrain as the CleanTelligent "Cash for Referrals" Program (such person/company is hereinafter sometimes referred to as the "Designated 3rd Party") (and, notwithstanding any other provision in this Agreement, you hereby acknowledge and agree that CleanBrain may pay qualified Commission payments due to you to the Designated 3rd Party and not to you, as determined by CleanBrain), certain payment(s) in U.S. Dollars for you, and, if you are a Designated 3rd Party for others, for those others, Referring Qualified Leads to CleanBrain that become Clients, all according to the terms, conditions and restrictions set forth herein, all as determined by CleanBrain (hereinafter "Commission"). CleanBrain shall determine and may amend/change Fees paid by Clients from time to time, in the exercise of CleanBrain's sole discretion, which may affect the Commission. CleanBrain is not obligated to enter into any License Agreement with those Referred by you, and may do so or not do so in the exercise of CleanBrain's sole discretion, which may affect the Commission. CleanBrain may terminate any License Agreement with any Client, in the exercise of CleanBrain's sole discretion, which may affect the Commission.

Requirements Prior to Commission Payment. You, or the Designated 3rd Party, shall receive certain Commission payments from CleanBrain for certain good and valid payments received by CleanBrain from Qualified Leads Referred by you that have become Clients, as set forth herein, as determined by CleanBrain. Before CleanBrain shall determine that you, or the Designated 3rd Party, are eligible to receive Commission payments for a new Client, a) that

Client must not have been an existing Client at the time it was Referred to CleanBrain, b) that Client must have been a Qualified Lead first Referred by you, c) that Qualified Lead must have accepted and listened/watched a demonstration of the CleanTelligent Software by CleanBrain, d) CleanBrain must determine that you are the first independent contractor authorized to promote and market the CleanTelligent Software and Refer Qualified Leads to CleanBrain (such independent contractors are hereinafter referred to as "Sales Contractor(s)") that should receive credit for that new Client (see below for details on how this is determined), e) that Qualified Lead must have executed a License Agreement with CleanBrain within 6 months of the first demonstration of the CleanTelligent Software by CleanBrain after that Qualified Lead was first Referred by you, with the License Agreement remaining in force, and f) you must be in compliance with all the terms and conditions of this Agreement.

How CleanBrain Determines Which Sales Contractor or Itself Gets Credit for a New Client. Only one Sales Contractor or CleanBrain, whichever the case may be, shall receive credit for a new Client for purposes of determining Commission to be paid to you, or the Designated 3rd Party, if any, all as determined by CleanBrain. Once a Sales Contractor refers a Qualified Lead to CleanBrain and that Qualified Lead listen/watches a demonstration of the CleanTelligent Software, that begins a 6 month time period of that Sales Contractor's right to the credit of that new Client if that Qualified Lead becomes a new Client within that 6 month time period. There can only be one current 6 month period in effect for a Qualified Lead that has listened/watched a demonstration of the CleanTelligent Software, which may be Referred by you, or referred by another Sales Contractor, or found by CleanBrain. When a Referral is sent to CleanBrain by you, CleanBrain will check to see if that Qualified Lead Referred is currently in a 6 month period with CleanBrain or another Sales Contractor. If it is, then you will not receive credit for that Referral. If it is not, as long as that Qualified Lead listens/watches a demonstration of the CleanTelligent Software by CleanBrain, you shall receive credit for that Qualified Lead and will have a 6 month time period starting the day of that demonstration to qualify for the Commission if that Qualified Lead becomes a Client within that 6 month period.

Payment Terms and Conditions. Commission payments paid by CleanBrain to you, or to the Designated 3rd Party, are conditioned upon the above requirements and upon CleanBrain receiving good and valid payment(s) from Qualified Leads Referred by you that have become Clients. Although Qualified Leads Referred by you that become Clients may pay several different types of Fees to CleanBrain, you, or the Designated 3rd Party, upon meeting the conditions above, shall only receive Commission payments from CleanBrain that are associated with good and valid payment(s) made by those Clients to CleanBrain for certain Fees as determined by CleanBrain. If such payments are not received or are otherwise not good and valid, you, or the Designated 3rd Party, shall not receive the Commission payment from CleanBrain that was associated with that Commission payment. CleanBrain may also make adjustments for returned or other similar payments. For any Commission payments due to you, or the Designated 3rd party, as referenced herein, CleanBrain shall have up to 120 days after receiving and verifying that the payment from the Client was received and good and valid to send you, or the Designated 3rd Party, the Commission payment associated with such payment from that Client. CleanBrain may combine Commission payments together and pay all Commission payments due to you, or the Designated 3rd Party, for a certain period of time into one payment as long as such payment is within the time period above. Payments

from Clients are considered "good and valid" when the funds associated with the payment are determined by CleanBrain to be in US Dollars and after deposited are considered as "available funds" in CleanBrain's bank account(s). Notwithstanding the foregoing, if CleanBrain offers a money-back guarantee to Clients, CleanBrain will consider the payment(s) made by a Client during that money-back guarantee time period "good and valid" only after the money-back guarantee period is over and those client payments are otherwise considered "good and valid" as set forth above.

Amounts of Commission Payments. The amount of the qualified Commission payment(s) due to you, or the Designated 3rd Party, as set forth herein, shall be agreed upon in writing between you and CleanBrain as determined by CleanBrain, or, in the case that Commission payments due to you are being paid by CleanBrain to the Designated 3rd Party, please contact that Designated 3rd Party to find out and arrange any payments due to you from them for Referrals of Qualified Leads sent by you that become new Clients and that otherwise would have qualified as a Commission payment to you, if any. CleanBrain may, in the exercise of CleanBrain's sole discretion, change the pre-determined Commission amounts for future Referrals sent by you upon written notice to you, or the Designated 3rd Party, whichever the case may be, effective from the date of the notice to you, or the Designated 3rd Party, for those future Referrals (Commission payments for past Referrals that you, or the Designated 3rd Party, are qualified to receive Commission payments from shall be determined based upon those pre-determined amounts at the time of the Referral).

License to Use Your Name and Logo. During the term of this Agreement, you hereby grant to CleanBrain a license to display your name and logo on web pages used in connection with or found in the CleanTelligent Software.

Unauthorized Warranties. No employee, agent, representative, affiliate, or contractor of CleanBrain has authority to bind CleanBrain to any oral representations or warranty concerning the CleanTelligent Software. You shall not make any oral or written representations or warranties to others concerning the CleanTelligent Software.

Indemnification. You shall hold harmless, defend and indemnify CleanBrain and CleanBrain's owners, officers and employees from and against any and all claims, losses, causes of action, judgments, damages, costs, and expenses including, but not limited to, attorney's fees, because of bodily injury, sickness, disease or death, or injury to or destruction of tangible or intangible property or any other injury, damage, loss, cost or expense resulting from or arising out of (a) nonperformance or breach of this Agreement by you, or (b) any act, error, omission, negligence or misconduct by you.

Other Agreements. You acknowledge and agree that your performance of all of the terms and provisions of this Agreement and the fulfilling of your rights and duties hereunder do not and will not breach any agreement to keep in confidence information of a confidential or secret nature acquired by you in confidence or in trust prior to your entering into this Agreement. You will not enter into any agreement, whether written or oral, at any time, that is in conflict with the terms of this Agreement. You will not use or disclose any confidential or proprietary information or trade secrets of any current or former contracting party, employer or other person or entity for which you have any agreement or duty of confidentiality.

Relationship of the Parties. The relationship created under this Agreement is that of independent contractors. This Agreement does not in any way create the relationship of principal and agent, franchisor and franchisee, partners, or employer and employee between the parties, and in no circumstances shall either party be considered the agents or employees of the other party. Neither CleanBrain nor you shall act or represent itself, directly or by implication, as agent or employee of the other, or in any manner assume or attempt to assume or create any obligation or make a contract, agreement, representation or warranty on behalf of or in the name of the other, except to the extent authorized in writing by such other, and except as otherwise specified in this Agreement. Except as otherwise provided in this Agreement, neither CleanBrain nor you shall guarantee the obligations of the other or in any way become obligated for the debts or expenses of the other unless agreed in writing.

Franchise and Business Opportunity Status. This Agreement does not in any way infer or contemplate that CleanBrain is offering a franchise, business opportunity, or sales or marketing program to you or the Designated 3rd Party. There are no representations, assurances or guarantees of any profits made by CleanBrain to you pursuant to this Agreement. You agree that qualified payments for referrals are made by CleanBrain to you, or to the Designated 3rd Party, not by you, or the Designated 3rd Party, to CleanBrain. You agree that CleanBrain is not exercising and does not have authority to exercise significant control over your method of operation, business organization, promotional activities, management, marketing plan or business affairs, and that CleanBrain is not providing and will not provide significant assistance to you in your method of operation, business organization, promotional activities, management, marketing plan or business affairs. You agree that CleanBrain is not providing a sales program or marketing program to you. You are wholly responsible for your own sales and marketing efforts and activities. CleanBrain is not providing any accounts, locations, customers, or names of anyone who could assist you in such a way.

Notices. All notices under this Agreement shall be in writing and shall be deemed given on the earlier of the following: (a) on the date delivered in person; (b) on the date sent by "e" mail or telecopier; (c) three business days after being deposited in the United States mail, postage prepaid, by first class, registered or certified mail; or (d) two business days after delivery to a nationally recognized express air courier, all expenses prepaid.

Disputes. If you have any disputes, claims or controversies arising out of this Agreement, you shall attempt to settle such disputes with CleanBrain. If such disputes cannot be resolved through such an attempt, then before any filing of any litigation, you agree to use the arbitration services of the American Arbitration Association, or other similar association to resolve such disputes, using the then current version of the rules for arbitration of the American Arbitration Association. CleanBrain may utilize such forums, mediums, administrative, judicial or other means of resolving disputes, claims or controversies as it deems appropriate, with CleanBrain retaining all rights and remedies, at law and in equity. Should CleanBrain incur attorneys' fees or costs in order to enforce the terms and conditions of this Agreement (including any changes made thereto), whether or not a legal action is instituted, CleanBrain shall be entitled to reimbursement of such attorneys' fees and costs from you, in addition to all other rights and remedies CleanBrain may have at law or in equity.

Effective Date. The effective date of this Agreement shall be the date and time that you acknowledge your acceptance or agreement to this Agreement.

Term. The term of this Agreement shall commence on the effective date and shall continue until this Agreement is terminated as provided herein.

Termination. Either party may terminate this Agreement with or without cause upon a thirty (30) day written notice to the other party. This Agreement may be terminated by mutual written consent of all parties. This Agreement may be terminated immediately by CleanBrain upon any breach of this Agreement by you as determined by CleanBrain.

Post-Termination Obligations. Upon termination of this Agreement, (a) the licensed rights granted to you shall terminate, with you ceasing all use thereof; (b) you shall cease all use of materials sent to you and shall return such materials to CleanBrain; (c) you shall cease all promotion and marketing of the CleanTelligent Software; (d) CleanBrain shall cease to make Commission payments to you, or the Designated 3rd Party; and (e) all rights granted CleanBrain, and all duties imposed upon you, under this Agreement, in all Sections of this Agreement, shall survive termination of this Agreement as determined by CleanBrain.

Miscellaneous. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous or contemporaneous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. This Agreement may be altered, modified, amended, changed, rescinded or discharged in whole or in part by CleanBrain as it deems necessary in the exercise of CleanBrain's sole discretion from time to time. A current version of this Agreement shall be posted on the webpage that you use to submit Referrals to CleanBrain for your viewing before you submit a Referral. Each time you submit a Referral you reaffirm your acceptance and agreement to this Agreement, as amended from time to time. This Agreement shall be governed by the laws of the State of Utah, without regard to Utah conflicts of law provisions. This Agreement is fully assignable by CleanBrain. This Agreement is personal to you and neither this Agreement, nor the rights, duties or services hereunder, may be voluntarily or involuntarily, directly or indirectly, assigned or otherwise transferred or encumbered by you without the prior written approval of CleanBrain. This Agreement shall be binding upon the parties and their heirs, successors, assigns, transferees, grantees, executors and administrators.

End of this Agreement.

Last Revised 6-25-10